

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE NATIONAL PRESCRIPTION
OPIATE LITIGATION

This document relates to:
*The Muscogee (Creek) Nation. v. Purdue
Pharma L.P., et al.*

Case No. 1:18-op-45459

MDL No. 2804

Case No. 17-md-2804

Hon. Dan Aaron Polster

**DEFENDANT ALLERGAN FINANCE, LLC'S ANSWER, DEFENSES, AND DEMAND
FOR JURY TRIAL**

Defendant Allergan Finance, LLC files this Answer to Plaintiffs' First Amended Complaint.

The following matters are incorporated by reference into Allergan Finance, LLC's response to each paragraph of the Complaint.

- The Complaint contains purported references to documents and third-party publications and statements that have often been excerpted, paraphrased, characterized, and otherwise taken out of context. These documents and third-party publications and statements should be considered, if at all, in context and in unmodified form, and Allergan Finance, LLC respectfully refers the Court to the respective materials for their accurate and complete contents.
- Except as otherwise expressly stated herein, Allergan Finance, LLC expressly denies each and every allegation contained in the Complaint, including without limitation any allegations contained in the preamble, unnumbered paragraphs, headings, subheadings, table of contents, footnotes, and exhibits of the Complaint, and specifically denies any liability to Plaintiffs.
- Allergan Finance, LLC reserves the right to seek to amend and supplement its Answer as may be appropriate or necessary.

INTRODUCTION

1. Allergan Finance, LLC admits that prescription opioids are powerful pain-relieving medications that when properly used can help manage pain. Allergan Finance, LLC further admits that prescription opioids also present risks of abuse, addiction, and even death as disclosed in the FDA-approved label for Kadian®. Allergan Finance, LLC denies the remaining allegations in this paragraph.

2. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2, and therefore denies the same.

3. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 3, and therefore denies the same.

4. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 4, and therefore denies the same.

5. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 5, and therefore denies the same.

6. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 6, and therefore denies the same.

7. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7, and therefore denies the same.

8. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8, and therefore denies the same.

9. Allergan Finance, LLC admits that the supply chain for prescription opioid medicines involves the manufacturing and packaging of those medicines and may involve distribution to distributors who distribute to pharmacies who dispense to consumers. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 9, and therefore denies the same.

10. The allegations of paragraph 10 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 10.

11. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 11.

12. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 12.

13. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13, and therefore denies the same.

14. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 14, and therefore denies the same.

15. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 15, and therefore denies the same.

16. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 16, and therefore denies the same.

17. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 17, and therefore denies the same.

18. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 18, and therefore denies the same.

19. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 19, and therefore denies the same.

20. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 20, and therefore denies the same.

21. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21, and therefore denies the same.

22. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 22, and therefore denies the same.

23. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 23, and therefore denies the same.

24. The allegations of paragraph 24 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 24.

PARTIES

I. Plaintiff

25. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 25, and therefore denies the same.

26. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 26, and therefore denies the same.

27. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 27, and therefore denies the same.

II. Defendants

A. Marketing Manufacturer Defendants

28. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 28.

29. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 29.

30. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 30.

31. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 31.

32. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 32.

33. Allergan Finance, LLC is a Nevada LLC with its principal place of business in New Jersey. Allergan Finance, LLC's subsidiaries sell Kadian® and Norco® in the United States. Actavis Pharma, Inc. and Watson Laboratories, Inc. are part of the Teva corporate family, so an answer is neither appropriate nor necessary. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to

form a belief as to the truth of the remaining allegations in paragraph 33, and therefore denies the same.

34. Allergan Finance, LLC is a Nevada LLC with is principal place of business in New Jersey. Allergan Finance, LLC's subsidiaries sell Kadian® and Norco® in the United States. Actavis Pharma, Inc. and Watson Laboratories, Inc. are part of the Teva corporate family, so an answer is neither appropriate nor necessary. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 34, and therefore denies the same.

35. Allergan Finance, LLC is a Nevada LLC with is principal place of business in New Jersey. Allergan Finance, LLC's subsidiaries sell Kadian® and Norco® in the United States. Actavis Pharma, Inc. and Watson Laboratories, Inc. are part of the Teva corporate family, so an answer is neither appropriate nor necessary. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 35, and therefore denies the same.

36. Allergan Finance, LLC is a Nevada LLC with is principal place of business in New Jersey. Allergan Finance, LLC's subsidiaries sell Kadian® and Norco® in the United States. Actavis Pharma, Inc. and Watson Laboratories, Inc. are part of the Teva corporate family, so an answer is neither appropriate nor necessary. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 36, and therefore denies the same.

37. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 37.

38. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 38.

39. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 39.

40. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 40, and therefore denies the same.

B. Diversion Manufacturer Defendants

41. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 41.

42. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 42.

43. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 43.

C. Distributor Defendants

44. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 44.

45. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 45.

46. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 46.

47. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 47.

48. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 48.

49. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 49.

50. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 50.

51. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 51.

52. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 52.

53. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 53.

54. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 54.

55. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 55.

56. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 56.

57. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 57.

58. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 58.

59. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 59.

60. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 60.

61. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 61.

62. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 62.

D. Pharmacy Defendants

63. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 63.

64. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 64.

65. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 65.

66. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 66.

67. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 67.

68. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 68.

69. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 69.

70. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 70.

71. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 71.

72. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 72.

73. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 73.

74. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 74.

75. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 75.

76. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 76.

77. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 77.

78. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 78.

79. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 79.

80. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 80.

81. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 81.

82. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 82.

83. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 83.

84. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 84.

85. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 85.

86. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 86.

87. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 87.

88. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 88.

89. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 89.

90. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 90.

91. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 91.

92. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 92.

JURISDICTION AND VENUE

93. The allegations of paragraph 93 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 93.

94. The allegations of paragraph 94 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 94.

95. The allegations of paragraph 95 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 95.

FACTUAL BACKGROUND

I. PRESCRIPTION OPIOIDS ARE HIGHLY DANGEROUS

96. Allergan Finance, LLC admits that Kadian® and Norco® have therapeutic benefits when used properly. Allergan Finance, LLC further admits that, as disclosed in their FDA-approved labels, these medicines present the risks disclosed in those labels. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 96, and therefore denies the same.

97. Allergan Finance, LLC admits that the marketing, distribution, and sale of prescription opioids are heavily regulated by federal law and state regulations. The remaining allegations of paragraph 97 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 97.

98. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 98, and therefore denies the same.

II. MARKETING MANUFACTURER DEFENDANTS HAVE LEGAL DUTIES TO DISCLOSE ACCURATELY THE RISKS OF OPIOIDS

99. The allegations of paragraph 99 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 99.

100. The allegations of paragraph 100 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 100.

101. The allegations of paragraph 101 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 101.

III. MARKETING MANUFACTURER DEFENDANTS VIOLATED THEIR DUTIES

A. Marketing Manufacturer Defendants Made Misleading Statements About the Risks of Prescribing Opioids to Treat Chronic Pain and Failed to State Accurately the Magnitude of Those Risks

102. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 102, and therefore denies the same.

103. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 103, and therefore denies the same.

1. Marketing Manufacturer Defendants Misrepresented the Risks of Addiction to Prescription Opioids

104. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 104, and therefore denies the same.

105. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 105, and therefore denies the same.

106. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 106, and therefore denies the same.

107. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 107, and therefore denies the same.

108. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 108, and therefore denies the same.

109. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 109, and therefore denies the same.

110. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 110, and therefore denies the same.

111. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 111, and therefore denies the same.

112. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 112, and therefore denies the same.

113. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 113, and therefore denies the same.

114. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 114.

115. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 115.

2. Marketing Manufacturer Defendants Misleadingly Claimed that Patients Who Were Showing Signs of Addiction Were Not Actually Addicted

116. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 116, and therefore denies the same.

117. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 117.

118. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 118.

119. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 119.

3. Marketing Manufacturer Defendants Falsely Claimed There Was No Risk in Increasing Opioid Dosages to Treat Chronic Pain

120. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 120, and therefore denies the same.

121. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 121.

122. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 122.

123. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 123.

124. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 124, and therefore denies the same.

125. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 125, and therefore denies the same.

B. Marketing Manufacturer Defendants' Misleading Statements Were Designed for Maximum Effect and Targeted to Specific Audiences

126. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 126, and therefore denies the same.

127. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 127, and therefore denies the same.

128. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 128, and therefore denies the same.

129. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 129, and therefore denies the same.

130. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 130, and therefore denies the same.

131. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 131, and therefore denies the same.

132. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 132, and therefore denies the same.

133. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 133.

134. Allergan Finance, LLC admits that its former subsidiaries hired a third-party sales force from Inventiv Health to market Kadian® from 2009 to 2012. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 134, and therefore denies the same.

135. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 135, and therefore denies the same.

136. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 136, and therefore denies the same.

137. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 137, and therefore denies the same.

C. Marketing Manufacturer Defendants Knew or Should Have Known That Their Statements Were Misleading

138. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 138, and therefore denies the same.

139. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 139.

140. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 140.

141. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 141.

142. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 142.

143. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 143, and therefore denies the same.

144. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 144.

145. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 145.

146. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 146.

147. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 147.

148. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 148.

D. Marketing Manufacturer Defendants' Conduct Violated Their Duties

149. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 149, and therefore denies the same.

150. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 150, and therefore denies the same.

151. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 151, and therefore denies the same.

E. The Nation Was Harmed by Marketing Manufacturer Defendants' Name-Brand Prescription Opioids and Their Generic Equivalents as a Result of Defendants' Wrongful Marketing Conduct

152. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 152, and therefore denies the same.

153. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 153, and therefore denies the same.

154. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 154, and therefore denies the same.

155. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 155, and therefore denies the same.

156. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 156, and therefore denies the same.

F. Generic Marketing Manufacturer Defendants Failed to Effectively Communicate with Physicians and Patients about Their Products

157. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 157, and therefore denies the same.

158. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 158, and therefore denies the same.

159. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 159, and therefore denies the same.

160. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 160, and therefore denies the same.

161. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 161, and therefore denies the same.

IV. DIVERSION DEFENDANTS HAVE LEGAL DUTIES TO PREVENT OPIOID DIVERSION

162. The allegations of paragraph 162 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 162.

163. The allegations of paragraph 163 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 163.

164. The allegations of paragraph 164 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 164.

165. The allegations of paragraph 165 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 165.

A. Federal Law Sets a Standard of Care That Diversion Defendants Must Follow

1. Diversion Manufacturer Defendants' and Distributor Defendants' Standard of Care Under Federal Law

166. The allegations of paragraph 166 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 166.

167. The allegations of paragraph 167 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 167.

168. The allegations of paragraph 168 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 168.

169. The allegations of paragraph 169 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 169.

2. Pharmacy Defendants' Standard of Care Under Federal Law

170. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 170.

171. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 171.

172. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 172.

173. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 173.

174. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 174.

175. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 175.

176. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 176.

177. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 177.

B. Oklahoma Law Sets a Standard of Care That Diversion Defendants Must Follow

1. Diversion Manufacturer Defendants' and Distributor Defendants' Standard of Care Under Oklahoma Law

178. The allegations of paragraph 178 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 178.

179. The allegations of paragraph 179 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 179.

180. The allegations of paragraph 180 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 180.

181. The allegations of paragraph 181 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 181.

182. The allegations of paragraph 182 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 182.

183. The allegations of paragraph 183 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 183.

184. The allegations of paragraph 184 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 184.

185. The allegations of paragraph 185 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 185.

2. Pharmacy Defendants' Standard of Care Under Oklahoma Law

186. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 186.

187. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 187.

188. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 188.

189. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 189.

190. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph [190

191. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 191.

192. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 192.

193. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 193.

194. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 194].

195. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 195].

196. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 196.

197. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 197.

198. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 198.

199. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 199.

V. DIVERSION DEFENDANTS HAVE FAILED TO FULFILL THEIR DUTIES

A. Diversion Manufacturer Defendants and Distributor Defendants Understood Their Duties and Violated Them Anyway

1. Diversion Manufacturer Defendants and Distributor Defendants Understood and Acknowledged Their Duties

200. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 200, and therefore denies the same.

201. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 201, and therefore denies the same.

202. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 202, and therefore denies the same.

203. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 203, and therefore denies the same.

204. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 204, and therefore denies the same.

205. The DEA letters cited in this paragraph speak for themselves. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 205, and therefore denies the same.

206. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 206, and therefore denies the same. confirm

207. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 207, and therefore denies the same.

208. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 208.

209. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 209.

210. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 210.

211. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 211, and therefore denies the same.

2. Prior Regulatory Actions Against Distributor Defendants for Failing to Prevent Diversion

212. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 212.

a. Cardinal

213. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 213.

214. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 214.

215. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 215.

216. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 216.

217. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 217.

b. McKesson

218. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 218.

219. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 219.

220. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 220.

c. AmerisourceBergen

221. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 221.

222. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 222.

223. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 223.

3. Diversion Manufacturer Defendants Violated Their Duties in Oklahoma

224. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 224, and therefore denies the same.

225. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 225, and therefore denies the same.

226. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 226, and therefore denies the same.

227. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 227, and therefore denies the same.

228. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 228, and therefore denies the same.

229. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 229, and therefore denies the same.

4. Despite Prior Regulatory Actions, Distributor Defendants Violated Their Duties in Oklahoma

230. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 230.

231. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 231.

232. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 232.

233. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 233.

234. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 234.

235. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 235.

B. Pharmacy Defendants Understood Their Duties and Violated Them Anyway

1. Pharmacy Defendants Understood and Acknowledged Their Duties

236. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 236.

237. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 237.

238. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 238.

239. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 239.

240. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 240].

241. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 241.

242. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 242.

243. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 243.

244. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 244.

2. Prior Regulatory Actions Against Pharmacy Defendants for Failing to Prevent Diversion

245. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 245.

246. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 246.

a. CVS

247. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 247.

248. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 248.

249. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 249.

250. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 250.

251. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 251.

252. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 252.

b. Walgreens

253. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 253.

254. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 254.

255. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 255.

c. Walmart

256. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 256.

3. Despite Prior Regulatory Actions, Pharmacy Defendants Continue to Violate Their Duties

257. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 257.

258. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 258.

259. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 259.

260. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 260.

261. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 261.

262. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 262.

VI. DEFENDANTS' MISCONDUCT HAS INJURED AND CONTINUES TO INJURE THE NATION AND ITS CITIZENS

263. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 263, and therefore denies the same.

A. Marketing Manufacturer Defendants' Misconduct Has Injured and Continues to Injure the Nation and Its Citizens

264. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 264, and therefore denies the same.

265. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 265, and therefore denies the same.

266. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 266, and therefore denies the same.

267. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 267, and therefore denies the same.

268. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 268, and therefore denies the same.

269. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 269, and therefore denies the same.

270. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 270, and therefore denies the same.

271. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 271, and therefore denies the same.

272. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 272, and therefore denies the same.

273. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 273, and therefore denies the same.

B. Diversion Manufacturer Defendants' and Distributor Defendants' Misconduct Has Injured and Continues to Injure the Nation and Its Citizens

274. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 274, and therefore denies the same.

275. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 275, and therefore denies the same.

276. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 276, and therefore denies the same.

277. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 277, and therefore denies the same.

278. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 278, and therefore denies the same.

279. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 279, and therefore denies the same.

280. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 280, and therefore denies the same.

281. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 281, and therefore denies the same.

282. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 282, and therefore denies the same.

283. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 283, and therefore denies the same.

284. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 284, and therefore denies the same.

C. Pharmacy Defendants' Misconduct Has Injured and Continues to Injure the Nation and Its Citizens

285. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 285.

286. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 286.

287. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 287.

288. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 288.

289. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 289.

290. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 290.

291. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 291.

292. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 292.

293. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 293.

D. Defendants' Misconduct Has Damaged the Nation and Its Citizens

294. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 294, and therefore denies the same.

VII. FACTS PERTAINING TO CLAIMS UNDER RICO

295. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 295, and therefore denies the same.

A. The Opioid Marketing Enterprise

1. The Common Purpose and Scheme of the Opioid Marketing Enterprise

296. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 296, and therefore denies the same.

297. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 297, and therefore denies the same.

298. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 298, and therefore denies the same.

299. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 299, and therefore denies the same.

300. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 300, and therefore denies the same.

301. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 301, and therefore denies the same.

302. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 302, and therefore denies the same.

303. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 303, and therefore denies the same.

2. The Conduct of the Opioid Marketing Enterprise

304. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 304, and therefore denies the same.

305. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 305, and therefore denies the same.

306. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 306, and therefore denies the same.

307. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 307, and therefore denies the same.

308. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 308, and therefore denies the same.

309. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 309, and therefore denies the same.

310. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 310, and therefore denies the same.

311. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 311, and therefore denies the same.

312. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 312, and therefore denies the same.

313. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 313, and therefore denies the same.

314. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 314, and therefore denies the same.

315. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 315, and therefore denies the same.

316. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 316, and therefore denies the same.

317. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 317, and therefore denies the same.

318. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 318, and therefore denies the same.

3. The Pattern of Racketeering Activity

319. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 319, and therefore denies the same.

320. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 320, and therefore denies the same.

321. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 321, and therefore denies the same.

322. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 322, and therefore denies the same.

323. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 323, and therefore denies the same.

324. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 324, and therefore denies the same.

325. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 325, and therefore denies the same.

326. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 326, and therefore denies the same.

327. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 327, and therefore denies the same.

328. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 328, and therefore denies the same.

B. The Opioid Supply Chain Enterprise

1. The Common Purpose and Scheme of the Opioid Supply Chain Enterprise

329. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 329, and therefore denies the same.

330. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 330, and therefore denies the same. HAD confirm

331. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 331, and therefore denies the same.

332. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 332, and therefore denies the same.

2. The Conduct of the Opioid Supply Chain Enterprise

333. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 333, and therefore denies the same.

334. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 334, and therefore denies the same.

335. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 335, and therefore denies the same.

336. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 336, and therefore denies the same.

3. The Pattern of Racketeering Activity

337. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 337, and therefore denies the same.

338. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 338, and therefore denies the same.

339. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 339, and therefore denies the same.

340. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 340, and therefore denies the same.

341. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 341, and therefore denies the same.

342. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 342, and therefore denies the same.

343. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 343, and therefore denies the same.

344. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 344, and therefore denies the same.

345. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 345, and therefore denies the same.

346. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 346, and therefore denies the same.

347. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 347, and therefore denies the same.

348. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 348, and therefore denies the same.

349. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 349, and therefore denies the same.

C. Effects of the Opioid Marketing Enterprise and the Opioid Supply Chain Enterprise

350. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 350, and therefore denies the same.

351. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 351, and therefore denies the same.

352. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 352, and therefore denies the same.

CLAIMS FOR RELIEF

COUNT I

**VIOLATION OF RICO, 18 U.S.C. § 1961 *et seq.*
OPIOID MARKETING ENTERPRISE
(Against the Marketing Manufacturer Defendants)**

353. Allergan Finance, LLC re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

354. The allegations of paragraph 354 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 354.

355. The allegations of paragraph 355 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 355.

356. The allegations of paragraph 356 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 356.

357. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 357, and therefore denies the same.

358. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 358, and therefore denies the same.

359. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 359, and therefore denies the same.

360. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 360, and therefore denies the same.

361. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 361, and therefore denies the same.

362. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 362, and therefore denies the same.

363. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 363, and therefore denies the same.

364. The allegations of paragraph 364 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 364.

365. The allegations of paragraph 365 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 365.

366. The allegations of paragraph 366 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 366.

367. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 367, and therefore denies the same.

368. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 368], and therefore denies the same.

369. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 369, and therefore denies the same.

370. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 370, and therefore denies the same.

371. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 371, and therefore denies the same.

372. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 372, and therefore denies the same.

373. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 373, and therefore denies the same.

374. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 374, and therefore denies the same.

375. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 375, and therefore denies the same.

376. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 376, and therefore denies the same.

377. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 377, and therefore denies the same.

378. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 378, and therefore denies the same.

379. The allegations of paragraph 379 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 379.

COUNT II

VIOLATION OF RICO, 18 U.S.C. § 1961 *et seq.* OPIOID SUPPLY CHAIN ENTERPRISE (Against All Defendants)

380. Allergan Finance, LLC and re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

381. The allegations of paragraph 381 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 381.

382. The allegations of paragraph 382 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 382.

383. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 383, and therefore denies the same.

384. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 384, and therefore denies the same. HAD confirm

385. The allegations of paragraph 385 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 385.

386. The allegations of paragraph 386 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 386.

387. The allegations of paragraph 387 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 387.

388. The allegations of paragraph 388 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 388.

389. The allegations of paragraph 389 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 389.

390. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 390, and therefore denies the same.

391. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 391, and therefore denies the same.

392. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 392, and therefore denies the same.

393. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 393, and therefore denies the same.

394. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 394, and therefore denies the same.

395. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 395, and therefore denies the same.

396. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 396, and therefore denies the same.

397. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 397, and therefore denies the same.

398. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 398, and therefore denies the same.

399. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 399, and therefore denies the same.

400. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 400, and therefore denies the same.

401. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 401, and therefore denies the same.

402. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 402, and therefore denies the same.

403. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 403, and therefore denies the same.

404. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 404, and therefore denies the same.

405. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 405, and therefore denies the same.

406. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 406, and therefore denies the same.

407. The allegations of paragraph 407 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 407.

408. The allegations of paragraph 408 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 408.

COUNT III

Lanham Act (Against All Defendants)

409. Allergan Finance, LLC re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

410. The allegations of paragraph 410 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 410.

411. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 411, and therefore denies the same.

412. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 412, and therefore denies the same.

413. The allegations of paragraph 413 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 413.

414. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 414, and therefore denies the same.

415. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 415, and therefore denies the same.

416. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 416, and therefore denies the same.

417. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 417, and therefore denies the same.

418. The allegations of paragraph 418 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 418.

COUNT IV

Nuisance (Against Marketing Manufacturer Defendants)

419. Allergan Finance, LLC re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

420. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 420, and therefore denies the same.

421. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 421, and therefore denies the same.

422. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 422, and therefore denies the same.

423. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 423], and therefore denies the same.

424. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 424, and therefore denies the same.

425. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 425, and therefore denies the same.

426. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 426.

427. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 427, and therefore denies the same.

428. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 428, and therefore denies the same.

429. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 429, and therefore denies the same.

430. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 430, and therefore denies the same.

431. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 431, and therefore denies the same.

432. The allegations of paragraph 432 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 432.

COUNT V

NEGLIGENCE AND NEGLIGENCE PER SE (Against Marketing Manufacturer Defendants)

433. Allergan Finance, LLC re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

434. The allegations of paragraph 434 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 434.

435. The allegations of paragraph 435 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 435.

436. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 436, and therefore denies the same.

437. The allegations of paragraph 437 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 437.

438. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 438, and therefore denies the same.

439. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 439, and therefore denies the same.

440. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 440, and therefore denies the same.

441. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 441, and therefore denies the same.

442. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 442, and therefore denies the same.

443. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 443, and therefore denies the same.

444. The allegations of paragraph 444 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 444.

445. The allegations of paragraph 445 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 445.

COUNT VI

UNJUST ENRICHMENT (Against Marketing Manufacturer Defendants)

446. Allergan Finance, LLC re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

447. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 447, and therefore denies the same.

448. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 448, and therefore denies the same.

449. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 449, and therefore denies the same.

450. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 450, and therefore denies the same.

COUNT VII

NUISANCE (Against Diversion Defendants)

451. Allergan Finance, LLC re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

452. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 452, and therefore denies the same.

453. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 453, and therefore denies the same.

454. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 454, and therefore denies the same.

455. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 455, and therefore denies the same.

456. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 456, and therefore denies the same.

457. The allegations of paragraph 457 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 457.

458. The allegations of paragraph 458 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 458.

459. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 459, and therefore denies the same.

460. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 460, and therefore denies the same.

461. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 461, and therefore denies the same.

462. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 462, and therefore denies the same.

463. The allegations of paragraph 463 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 463.

464. The allegations of paragraph 464 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 464

COUNT VIII

NEGLIGENCE AND NEGLIGENCE PER SE (Against Diversion Defendants)

465. Allergan Finance, LLC re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

466. The allegations of paragraph 466 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 466.

467. The allegations of paragraph 467 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 467.

468. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 468, and therefore denies the same.

469. The allegations of paragraph 469 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 469.

470. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 470, and therefore denies the same.

471. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 471, and therefore denies the same.

472. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 472, and therefore denies the same.

473. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 473, and therefore denies the same.

474. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 474, and therefore denies the same.

475. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 475, and therefore denies the same.

476. The allegations of paragraph 476 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 476.

477. The allegations of paragraph 477 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 477.

478. The allegations of paragraph 478 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 478.

COUNT IX

UNJUST ENRICHMENT (Against Diversion Defendants)

479. Allergan Finance, LLC re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

480. The allegations of paragraph 480 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 480.

481. The allegations of paragraph 481 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 481.

482. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 482, and therefore denies the same.

483. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 483, and therefore denies the same.

484. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 484, and therefore denies the same.

COUNT X

CIVIL CONSPIRACY (Against All Defendants)

485. Allergan Finance, LLC re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

486. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 486, and therefore denies the same.

487. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 487, and therefore denies the same.

488. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 488, and therefore denies the same.

489. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 489, and therefore denies the same.

490. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 490, and therefore denies the same.

491. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 491, and therefore denies the same.

492. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 492, and therefore denies the same.

493. The allegations of paragraph 493 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 493.

ALLERGAN FINANCE, LLC'S DEFENSES

Without assuming any burden of proof that it otherwise would not bear or admitting that it is in any way liable to the Plaintiffs, Allergan Finance, LLC asserts that the Plaintiffs' claims

against it are barred pursuant to the following defenses, each of which is raised in the alternative. Allergan Finance, LLC incorporates by reference any defenses applicable to it that are asserted by any other Defendants in the above-captioned action as if fully set forth herein. Allergan Finance, LLC expressly reserves the right to amend these defenses as permitted by the applicable rules of civil procedure:

1. Failure to State A Claim - The complaint fails to allege sufficient facts to state a claim against Allergan upon which relief can be granted. Plaintiff fails to plead any direct wrongdoing by Allergan Finance, LLC. Plaintiffs do not distinguish Allergan Finance, LLC from other Defendants, their drugs, their drugs' labels, their promotional techniques, and the time periods relevant to each Defendant, nor do they detail which Defendant allegedly did or said what, when, where, or to whom. Plaintiffs fail to adequately allege that it suffered any ascertainable loss, or a causal connection between any such loss and Allergan Finance, LLC's alleged misconduct. Plaintiffs may not recover the costs of medical care provided directly by the Indian Health Service because Plaintiffs lacks standing to seek such damages as it has suffered no injury. The costs for any such care were borne by the United States, not the Tribes, and, therefore, only the United States has standing to recover the cost of any direct expenditures by IHS. *See Acoma Pueblo v. Am. Tobacco Co.*, slip op. at 8–9, No. 99-CV-1049 (D.N.M. July 30, 2001). Plaintiffs fail to plead any actionable misrepresentation or omission made by or attributable to Allergan Finance, LLC. Plaintiffs may not recover from Allergan Finance, LLC because the methods, standards, or techniques of designing, manufacturing, labeling, and distributing of the opioid medications Allergan sold complied with, and were in conformity with, all applicable governmental regulations and the generally recognized state of the art at the time those products were designed, manufactured, labeled and distributed.

2. Failure to Plead With Requisite Particularity - Plaintiffs have not pled fraud with the required particularity.

3. Statute of Limitations - Plaintiffs' claims are barred or limited, in whole or in part, by the applicable statutes of limitations. To the extent that Plaintiffs knew or reasonably should have known of any wrongfully caused injuries outside of the applicable limitations period(s), Plaintiffs' claims are time-barred.

4. Failure to Monitor or Mitigate - Plaintiffs have failed to take appropriate and necessary steps to mitigate any damages. Among other things, they continued to approve or pay for opioid medications, either directly or through authorized third parties, without further inquiry into the necessity of the medication and, while aware of the risks of opioid medications, they failed to take adequate steps to monitor or limit any alleged wrongful prescribing, distribution, or use.

5. Standing - Plaintiffs' claims are barred for lack of standing; Plaintiffs have no *parens patriae* or other authority to bring the claims alleged.

6. Attorney Fees - Plaintiffs are barred from any recovery of attorney's fees under any applicable provisions of law.

7. Vague - The legal rules underlying Plaintiffs' claims, including but not limited to the Oklahoma public nuisance standard and the Racketeering Influenced and Corrupt Organizations Act, are unconstitutionally vague. *See, e.g., F.C.C. v. Fox Television Stations, Inc.*, 567 U.S. 239 (2012).

8. Speculative and Remote Injuries - The alleged injuries asserted by Plaintiffs are too speculative and remote from the alleged wrongful conduct to be a basis for liability as a matter of law and due process.

9. No reliance - Neither the users of opioid medications nor their prescribers relied to their detriment upon any statement, let alone any misrepresentation, made by Allergan in determining to use the medications at issue.

10. Medical Necessity - Plaintiffs fail to plead and cannot establish that they incurred any costs for any opioid prescription promoted or sold by Allergan and that was medically inappropriate or should not have been written, or that Allergan's allegedly improper conduct caused any health care provider to write any unnecessary, ineffective, or harmful opioid prescriptions.

11. Penalties Sought Are Unconstitutional - Plaintiffs' claims for punitive damages, statutory damages, civil penalties, and other relief are prohibited under the Fifth, Eighth, and Fourteenth Amendments of the United States Constitution, and Article I, §§ 1, 2, 9, 10, 16, and Article I, § 9 of the Constitution of Oklahoma.. Any punitive damages award may only be awarded after consideration of any and all punitive damages awards in other cases involving the same acts or course of conduct.

12. Laches - Plaintiffs' unreasonable delay in the filing and service of this action has operated to the detriment and prejudice of Allergan and, as a consequence, Plaintiffs are barred from seeking the relief sought, or any relief whatsoever, by laches.

13. Res Judicata/Collateral Estoppel - Plaintiffs' are barred or limited, in whole or in part, by the doctrines of res judicata and collateral estoppel.

14. Waiver - Plaintiffs' claims are barred or limited, in whole or in part, by the doctrine of waiver. Plaintiffs' claims are, according to the Complaint, based on conduct from as early as the 1990s. Plaintiffs knew or reasonably should have known of the facts underlying their claims years ago and failed to file suit for years thereafter.

15. Criminal Acts By Third Parties - Plaintiffs' claims are barred, in whole or in part, because the injury Plaintiffs allege was the result of one or more superseding and/or intervening criminal acts by third parties.

16. Misuse of Products - The claims are barred, in whole or in part, by the alteration, modification, or misuse by third parties of the opioid medications at issue.

17. Learned Intermediary Doctrine - Plaintiffs' claims are barred by the learned intermediary doctrine. The products at issue are prescribed and dispensed by physicians and other healthcare providers and their agents who used their informed, independent medical judgment in making prescribing decisions for a given patient.

18. First Amendment and Related Doctrines - To the extent that each Plaintiff's claims relate to advertising, public statements, lobbying, protected commercial speech, speech protected under *Noerr-Pennington* doctrine, or other protected activities, Plaintiffs' claims are barred, in whole or in part, by applicable provisions of the United States Constitution and the Constitution of Oklahoma, including but not limited to the First Amendment to the United States Constitution and Article II, § 22 of the Constitution of Oklahoma, and applicable provisions of any other state whose laws may apply.

19. Assumption of Risk/Informed Consent/Contributory Negligence - Plaintiffs' claims are barred and/or reduced by the assumption of risk, informed consent, contributory or comparative negligence, contributory or comparative fault, and proportionate responsibility.

20. Lack of Criminal Conviction - Plaintiffs' "injury through criminal acts" claims fail because there has been no relevant criminal conviction.

21. Other Parties' Proportionate Fault - In the event that any of the wrongful acts alleged by Plaintiffs in fact occurred, said wrongful acts were caused by the acts, omissions,

negligence, fraud, or breach of obligations by persons or entities other than Allergan and, thus, any recovery should be reduced or barred by such parties' proportionate fault.

22. Other Indemnification - Any verdict or judgment that might be recovered by Plaintiffs must be reduced by those amounts that have already or will in the future, with reasonable certainty, indemnify the Plaintiffs in whole or in part for any past or future claimed economic loss from any collateral source such as insurance, social security, workers' compensation, or employee benefit program.

23. Legal Obligation - Allergan's liability, if any, will not result from its conduct but is solely the result of an obligation imposed by law, and thus Allergan is entitled to complete indemnity, express or implied, by other parties.

24. Proximate Cause - Plaintiffs' claims or, at a minimum, Plaintiffs' requests for relief are barred because Allergan's alleged misrepresentations and prescription opioid medications were not the legal or proximate cause of the purported nuisance or the alleged injuries or damages incurred by Plaintiffs. Absent such causation, Plaintiffs' claims cannot be sustained as a matter of law under the laws and common law of Oklahoma and would also violate Allergan's due process and equal protection rights guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and Article II of the Oklahoma Constitution. *See Philip Morris USA v. Williams*, 549 U.S. 346, 353 (2007); *see also Paroline v. United States*, 572 U.S. 434, 454–55 (2014); Restatement (Second) of Torts § 430 (1965).

25. Preemption - Plaintiffs' claims are preempted by federal law, including, without limitation, the federal Controlled Substances Act and the Food, Drug, and Cosmetic Act. Federal law authorized the promotion of opioid products for their FDA-approved indications. To the extent Plaintiffs' claims seek liability for the promotion of opioid products for their FDA-approved uses,

the claims are preempted. *See, e.g., Mut. Pharm. Co. v. Barlett*, 570 U.S. 472 (2013); *Buckman Co. v. Pls.’ Legal Comm.*, 531 U.S. 341 (2001); *Geier v. Am. Honda Co.*, 529 U.S. 861 (2000).

26. Proper Labeling Subject to FDA Review and Approval - Statements in branded or unbranded materials comporting with FDA-approved uses are not misleading as a matter of law or otherwise actionable.

27. Sufficient Corrective Action - Any alleged misstatements or omissions in marketing materials were negated by corrective action plans implemented and executed in conjunction with the FDA.

28. Primary Jurisdiction - Plaintiffs’ claims are barred and/or this Court should defer this matter to the FDA, in whole or in part, pursuant to the doctrine of primary jurisdiction.

29. Deference to FDA - Plaintiffs’ claims are barred and/or this Court should defer this matter to the FDA, in whole or in part, pursuant to the doctrine of primary jurisdiction.

30. Economic Loss Rule - Plaintiffs’ claims are barred or limited by the economic loss rule.

31. Improper Financial Arrangement - Defendants’ rights to fair process (including under the Due Process Clause of the U.S. Constitution and Article II, § 7 of the Constitution of Oklahoma) are violated by any financial or other arrangement that might distort a government attorney’s duty to pursue justice rather than his or her personal interests, financial or otherwise, in the context of a civil enforcement proceeding, including by any use by plaintiffs of a private contingency fee counsel in this action.

32. Public Services Doctrine - Plaintiffs’ claims are barred or limited, in whole or in part, under the free public services doctrine, in that Plaintiffs are not entitled to recover governmental expenditures as a matter of law.

33. Intervening and Superseding Events - If the Plaintiffs have sustained any injuries or damages, or a public nuisance was created, such were the result of intervening or superseding events, factors, occurrences, or conditions which were not reasonably foreseeable and in no way caused by Allergan and for which Allergan is not liable.

34. Constraints on Police Power - Plaintiffs claims are barred or limited, in whole or in part, by common law, statutory, and state constitutional constraints on the exercise of police powers by Plaintiffs.

35. Statutory/Common Law Damages Limitations - Plaintiffs claims are barred, reduced, and/or limited pursuant to applicable statutory and common law regarding limitations of awards, caps on recovery, and setoffs.

36. Ratification and Voluntary Payment - Plaintiffs claims are barred or limited, in whole or in part, because Plaintiffs' alleged loss, damage, injury, harm, expense, diminution, or deprivation, or the alleged public nuisance, if any, was caused in whole or in part by Plaintiffs' ratification, including under the voluntary payment doctrine, of any alleged misconduct.

37. Set-off - Allergan is entitled to a credit, set-off, or offset for all sums of money received or available from or on behalf of any tortfeasor(s) for the same injuries alleged in Plaintiffs' complaint, including but not limited to any and all settlements Plaintiffs may reach with any tortfeasor(s).

38. Improper Joinder - Plaintiffs claims against Allergan are not properly joined with the Plaintiffs' claims against the other defendants in this case because the claims do not arise out of the same alleged transactions, occurrences, statements, actions, and omissions by all Defendants in the case.

39. Failure to Join Necessary or Indispensable Parties - Plaintiffs have failed to join one or more necessary and indispensable parties, including without limitation healthcare providers, prescribers, patients, government agencies, and other third parties who have engaged in, or failed to reasonably prevent, unauthorized or illicit prescribing, dispensing, diversion, or use of prescription opioid medications or illicit drugs.

40. Truthful and Non-Misleading Statements - The representations or statements alleged to have been made were true and accurate at the time made and/or otherwise were made in good faith, with a reasonable belief as to their validity and accuracy and with a reasonable belief that all conduct was lawful.

41. State of the Art - Plaintiffs may not recover from Allergan because the methods, standards, or techniques of designing, manufacturing, labeling and distributing of the prescription medications at issue complied with and were in conformity with the generally recognized state of the art at the time the product was designed, manufactured, labeled, and distributed.

42. Unclean Hands - Should discovery show that Plaintiffs or their agents acted inequitably in responding to its alleged harms, during the course of its investigation, or during this litigation, such conduct should be taken into account in assessing Plaintiffs' claims and whether, and to what extent, Plaintiffs are entitled to relief in this action. To the extent Plaintiffs sustained any injuries or incurred any expenses as alleged, such damages, if any, shall be diminished in the proportion to which culpable conduct attributable to Plaintiffs caused the damages.

43. Unique Reactions - The relief Plaintiffs seek was the direct result of pre-existing medical conditions, idiosyncratic reactions to medications, and/or occurred by operation of nature or as a result of circumstances over which Allergan had and continues to have no control.

44. Subrogation - Plaintiffs have failed to comply with the requirement that it identify each patient in whose claim(s) it has a subrogation interest.

45. Separation of Powers Doctrine - Plaintiffs' claims are barred or limited, in whole or in part, by the separation of powers doctrine.

46. Conformed with Law - Allergan's conduct alleged in the Complaint conformed to all state and federal statutes, regulations, and industry standards based upon the state of knowledge existing at the relevant time(s) alleged in the Complaint.

47. Principles of Equity - Numerous facts would render the imposition of injunctive relief, civil penalties, or other remedies inequitable here, including, but not limited to, the good-faith reliance on and interpretation of clinical data and medical literature, the absence of any intentional unlawful conduct, the course of Plaintiffs' investigation and pursuit of these claims, and the good-faith reliance on guidance for product communications published by the FDA.

48. Sophisticated-User Doctrine - Plaintiffs' claims are barred by the sophisticated-user doctrine. Because of their training and experience, doctors who prescribe opioids know or reasonably should know of the potential risks, and Allergan had no duty to warn and cannot be held liable for failing to warn of risks and complications of which members of the relevant medical community knew or should have known. *Jacobson v. Colo. Fuel & Iron Corp.*, 409 F.2d 1263, 1273 (9th Cir. 1969).

49. Commerce Clause - Plaintiffs' claims are barred, in whole or in part, by the Dormant Commerce Clause or Commerce Clause of the United States Constitution.

50. Duplicative Recovery - Plaintiffs seek duplicate or double recovery on the same injury or damage, contrary to Oklahoma law.

51. Opinion - To the extent Plaintiffs seek to impose liability on Allergan for broad, general statements regarding the value or quality of products that were made to and reasonably understood by providers as opinion, such statements cannot constitute false representations as a matter of law.

52. Due Process and Ex Post Facto - Plaintiffs' claims are barred because they violate procedural and substantive due process rights under the Fourteenth Amendment to the U.S. Constitution and Article II of the Constitution of Oklahoma, and the right to be free from retroactive or ex post facto laws as guaranteed by Article I, § 10 of the United States Constitution and Article II, § 15 of the Constitution of Oklahoma.

53. Failure of Restitution or Rescission - Plaintiffs are not entitled to any relief in the form of restitution or rescission because they cannot restore the *status quo ante*.

54. Preemption – Generics - Any claims pertaining to generic medicines are preempted, as set forth in the United States Supreme Court's decisions in *PLIVA, Inc. v. Mensing*, 564 U.S. 604 (2011) and *Mutual Pharmaceuticals Co. v. Bartlett*, 570 U.S. 472 (2013).

55. Voluntary Payment - Each of Plaintiffs' claims are barred, in whole or in part, by the voluntary payment doctrine.

56. No Actionable Misrepresentation - Plaintiffs fail to plead any actionable misrepresentation or omission.

57. No Duty - Plaintiffs fail to plead any duty owed to Plaintiffs.

58. Adequate Remedy at Law - To the extent Plaintiffs attempt to seek equitable relief, Plaintiffs are not entitled to such relief because Plaintiffs have an adequate remedy at law and cannot otherwise satisfy the elements for equitable relief.

59. No Benefit from Plaintiffs - Each Plaintiff's claim for unjust enrichment is barred or limited because Allergan did not receive and retain any alleged benefit from Plaintiffs.

60. Outside the Scope of Agency or Employment - To the extent any agents, employees, or contractors of Allergan caused any of the damages alleged by Plaintiffs, such agents, employees, or contractors were acting outside the scope of the agency employment, or contract with Allergan, and any recovery against Allergan must be reduced by the proportionate fault of such agents, employees, or contractors.

61. Damages - Plaintiffs' damages are subject to applicable statutory and common law limitations.

62. Corporate Veil - To the extent each Plaintiff's claims are based the alleged conduct of other Defendants, and Plaintiffs seek to impose liability on any Allergan Defendant only by virtue of that Defendant's ownership of another Defendant's shares, membership within another Defendant's unincorporated entity, or similar affiliation, Plaintiffs have failed to plead—and cannot prove—any allegations sufficient to support a claim to pierce the corporate veil or to otherwise hold any Allergan Defendant liable merely by virtue of its corporate affiliation with any other Defendant.

63. Release - Plaintiffs' claims are barred, in whole or in part, by the doctrine of release.

64. Derivative Injury - Plaintiffs' claims are barred, in whole or in part, by the doctrine of derivative injury.

65. Extraterritorial Reach - Plaintiffs' public nuisance claims are barred because the alleged public nuisances have impermissibly extraterritorial reach.

66. Open and Obvious Danger Doctrine - The claims set forth in the complaint are barred, in whole or in part, by the doctrines of and open and obvious danger. Prescription opioids

products have associated known risks or dangers that can be unavoidable even within the scope of prescribed and intended use, but are reasonable in comparison to the benefits conferred. The risks of opioid medications, and the alleged incurred costs and/or injuries purportedly caused by opioid medications, were known (and disclosed) to plaintiffs, plaintiffs' contractors and agents, Oklahoma consumers, and prescribing doctors for years.

67. Relief Unavailable. Declaratory judgment, injunction, or attorney's fees for these alleged claims are unavailable as a matter of law.

68. Deficient Public Nuisance Claim - Plaintiffs fail to identify a public nuisance, an interference with a public right, or how Allergan contributed to that nuisance.

69. Deficient Conspiracy Claim - Plaintiffs fail to identify any concerted action by Allergan to participate in any conspiracy.

70. Deference to DEA - Plaintiffs' claims are barred and/or this Court should defer this matter to the DEA, in whole or in part, pursuant to the doctrine of primary jurisdiction.

71. Deference to State Agencies - Plaintiffs' claims are barred and/or this Court should defer this matter to the appropriate state agencies, in whole or in part, pursuant to the doctrine of primary jurisdiction.

72. Acts of Third Parties. Each Plaintiff's injuries and damages, if any, are barred in whole or in part by the actions, omissions, and/or conduct of third parties, thus, any recovery should be reduced or barred by such parties' proportionate fault.

73. No Public Right. Plaintiffs' public nuisance claims are barred or limited because, among other reasons, no action of the defendants involved interference with real property, illegal conduct perpetrated by third-parties involving the use of an otherwise legal product does not involve a public right against the manufacturer sufficient to state a claim for public nuisance, the

alleged public nuisance would have impermissible extraterritorial reach, and the alleged wrongful conduct of the defendants is too remote from the alleged “public” injury as a matter of law and due process.

Allergan Finance, LLC adopts by reference any additional applicable defense pled by any other defendants not otherwise pled herein.

DEMAND FOR JURY TRIAL

Allergan Finance, LLC hereby demands a trial by jury of all issues so triable. Allergan Finance, LLC also hereby reserves the right to remand each case to its original jurisdiction for trial.

WHEREFORE, Allergan Finance, LLC demands judgment dismissing Plaintiffs’ Complaint in its entirety, together with costs and disbursements. Allergan Finance, LLC further demands such other relief, both general and specific, at law or in equity, to which it is justly entitled.

Dated: July 26, 2019

/s/ Donna Welch
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Counsel for Allergan Finance, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of July 2019, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF System. Copies will be served upon counsel of record by, and may be obtained through, the Court CM/ECF System.

/s/ Donna M. Welch
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